held in regard to a limited maximum fee, because it regulated a harmless business. *Ex parte Dickey*, 144 Cal. 234, 77 Pac. 924. *Cf City of Spokane* v. *Macho*, 51 Wash. 322, 98 Pac. 755. The principal case, however, recognizes the incidental evil of the business, exorbitant rates charged to the necessitous, but holds that laborers need protection while clerical and technical applicants do not. Accordingly the court, in order to render the ordinance constitutional, construes "wages" to include only the former. *Grenada County* v. *Brogden*, 112 U. S. 261; *Chesebrough* v. *City & County of San Francisco*, 153 Cal. 559, 96 Pac. 288. The term "wages" has received various constructions. See *Bovard* v. *K. C., Ft. S. & M. Ry. Co.*, 83 Mo. App. 498, 501; *In re Stryker*, 158 N. Y. 526, 528, 53 N. E. 525; *South & North Alabama Railway* v. *Falkner*, 49 Ala. 115, 118. But each case should depend on its own subject matter and object. *Gordon* v. *Jennings*, 9 Q. B. D. 45, 46. And it is submitted that the ordinance in the principal case applies to all and is constitutional. It is, and was intended as, a regulation similar to usury laws to protect the necessitous, regardless of their employment. It seems that "wages and board" was used merely to afford a basis for computing the fee chargeable. See, dissenting opinions, *Ex parte Dickey*, 144 Cal. 234, 242, 77 Pac. 324, 327; *Adams* v. *Tanner*, 244 U. S. 590, 597.

CONSTITUTIONAL LAW — POWERS OF LEGISLATURE: TAXATION — POLICE POWER — ENCROACHMENT THEREON. — Section 2 of the Harrison Anti-Narcotic Act provides certain regulations and restrictions governing the sale, dispensing and distribution of opium and its derivatives. The Circuit Court of Appeals held the provisions unconstitutional as an invasion of the police power reserved to the states. On error to the Supreme Court, *held*, that the provisions were valid. *United States* v. *Doremus*, U. S. Sup. Ct., Oct. Term, 1918, No. 367.

For a discussion of this case, see NOTES, page 846.

CONTEMPT OF COURT — CONSTRUCTIVE CONTEMPT — PUBLIC ASSAULT ON ALLEGED INFORMER. — The defendant, in violation of an injunction, removed liquor from his saloon. Pending an application against him to punish for contempt, the defendant publicly but outside the presence of the court assaulted and battered a person supposed by him to have given the information as to removal of the liquor. In fact, the defendant was mistaken in the identity of his victim. *Held*, that the defendant is guilty of contempt of court. *In re Hand*, 105 Atl. 594 (N. J.).

In general, any conduct which obstructs the due administration of justice constitutes contempt of court. See *Adams* v. *Gardner*, 176 Ky. 252, 257, 195 S. W. 412, 414; *Ex parte Clark*, 208 Mo. 121, 145, 106 S. W. 990, 996; OSWALD, CONTEMPT OF COURT, 3 ed., 6. Thus it is contempt to procure one already subpoenaed as a witness to absent himself from the trial. *Commonwealth* v. *Reynolds*, 80 Mass. 87. See *State* v. *Moore*, 146 N. C. 653, 61 S. E. 463; 2 BISHOP, CRIMINAL LAW, 8 ed., § 258. Nor would the fact that the subpoena had not yet been served make such acts any less an obstruction of justice. *Rex* v. *Carroll* (1913), Vict. L. R. 380. See 2 WHARTON, CRIMINAL LAW, 7 ed., § 2287; 27 HARV. L. REV. 166. Even the use of threatening language toward an intended witness for the purpose of intimidating him in giving his evidence is a contempt of court. *Shaw* v. *Shaw*, 8 Jur. (N. S.) 141. See *Rex* v. *Gray*, 23 N. Z. L. R. 52 C. A. *A fortiori* an assault and battery upon a witness to influence his testimony in a future trial constitutes a contempt. *Brannan* v. *Commonwealth*, 162 Ky. 350, 172 S. W. 703. See 32 HARV. L. REV. 174. The principal case, in holding as a contempt an act of this nature done outside the presence of the court, the battery being committed upon one who is not a witness, goes beyond the prevailing authorities. The policy of the law, it appears, is to confine the doctrine of constructive contempt to cases falling within

the established rules. *Haskett* v. *State*, 51 Ind. 176. Since, however, the assault here operated as a warning to others that anyone testifying against the defendant was in danger of suffering the same consequences, it would seem that the free course of justice was thereby obstructed sufficiently to constitute a contempt of court. See Beale, "Contempt of Court, Criminal and Civil," 21 HARV. L. REV. 161.

EVIDENCE — DOCUMENTS — REJECTION OF A MEMORANDUM PROCURED BY FRAUD. — In defense to an action for breach of oral warranty, the defendant pleaded that the contract had been reduced to writing, and gave in evidence a written memorandum which apparently restricted the alleged warranty so as to defeat the plaintiff's recovery. The plaintiff proved that his signature to the memorandum had been procured by a fraudulent misrepresentation as to its contents, and the lower court did not admit the writing. *Held*, that the memorandum was properly excluded. *Whipple* v. *Brown Bros. Co.*, 121 N. E. 748 (N. Y.).

If a specialty fails to express the true intention of the parties on account of mistake, clerical error, or fraud, equity may reform it. *Pickens* v. *Pickens*, 72 W. Va. 50, 77 S. E. 365; *Kinman* v. *Hill*, 156 N. W. 168 (Iowa); *Jones* v. *Johnston*, 193 Ala. 265, 69 So. 427. In such cases equity merely makes it possible for the parties to perform the contract actually made. See 4 POMEROY, EQUITY JURISPRUDENCE, §§ 1375–76. In determining whether there is a contract the law now regards, not the hidden intentions, but the inferences that one party reasonably draws from the words and acts of the other. *Stoddard* v. *Ham*, 129 Mass. 383; *Williams* v. *Burdick & Co.*, 63 Ore. 41, 126 Pac. 603. If a written memorandum of a sale does not express the true intention of the parties on account of the fraud of one of the bargainors, the writing is not evidence of a contract either on the old theory of a meeting of minds or the modern theory of expressed mutual assent. *Shea's Appeal*, 121 Pa. 302, 15 Atl. 629; *Shores-Mueller Co.* v. *Lonning*, 159 Iowa, 95, 140 N. W. 197. In the principal case, therefore, the memorandum procured by fraud was properly rejected. It seems that if the plaintiff, although wishing to postpone action on the contract, had desired to have the memorandum so modified as to avoid future prejudice, he could have had it reformed in equity on a bill *quia timet*. See *Brown* v. *Statter*, 206 Mass. 119, 122, 92 N. E. 78, 79.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — AGREEMENT OF OFFICER OF A CORPORATION TO PROCURE A CONTRACT FROM THE CORPORATION. — The defendant agreed to form a corporation of which he should be a director and to procure a contract whereby all the goods of the corporation were to be bought from the plaintiff at a price named by him and to be sold at prices fixed by him. The corporation was organized with the defendant as director, but he failed to procure the contract from the corporation. The plaintiff then brought action for the breach of the original agreement. *Held*, that the agreement is illegal. *Rosenthal* v. *Light*, 173 N. Y. Supp. 743.

The general principle is well established that a contract by the directors or stockholders of a corporation which tends to influence their action to the prejudice of the corporation, its creditors, or the other stockholders is illegal. Such contracts usually consist of promises of employment by the corporation to incorporators or purchasers of stock. *West* v. *Camden*, 135 U. S. 507; *Guernsey* v. *Cook*, 120 Mass. 501. This rule has been relaxed somewhat in cases where the parties to the contract were the only ones interested in the corporation or where all those interested have consented, and it does not appear that the performance of the contract will lead to a breach of the duties owed the corporation. *Drucklieb* v. *Harris*, 209 N. Y. 211, 102 N. E. 599; *Kantzler* v. *Bensinger*, 214 Ill. 589, 73 N. E. 874. See *Fabre* v. *O'Donohue*, 173 N. Y. Supp.